

LIMITED WARRANTY
FOR TEN (10) YEAR DESIGN LIFE VRLA BATTERIES & BATTERY CABINET PRODUCTS

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

Liebert Corporation products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

LIMITED WARRANTY
AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP

PRODUCTS COVERED:

Ten (10) Year Design Life Valve Regulated Lead Acid (VRLA) Batteries, Liebert-manufactured battery cabinets, for Uninterruptible Power Supply (UPS) system applications, NX600, NX200, NXL, S610, Npower, APM, and NX30 UPS family.

Terms of Warranty:

Liebert-Manufactured Battery Cabinets (not including batteries): As provided herein, each Liebert-manufactured battery cabinet is warranted to be free of defects in material and workmanship for a period of: (i) one year from the start-up date provided start-up is performed by Liebert personnel, occurs within six (6) months of the Liebert shipping date and the product has been stored in a suitable environment prior to start-up; or (ii) in any event, a maximum of eighteen (18) months from date of product shipment from Liebert. The warranty duration shall be whichever period described in the preceding sentence expires first. The start-up date will be determined only from the completed inspection and start-up sheet provided by Liebert to User. The product shipment date will be determined only from the Liebert bill of lading. If any part or portion of the Liebert product fails to conform to the Warranty within the Warranty period, Liebert, at its option, will furnish new or factory remanufactured products for repair or replacement of that portion or part and reinstall the replacement product.

Ten (10) Year Design Life VRLA Batteries: Liebert does not manufacture batteries, but does warrant certain ten (10) year design life VRLA batteries. Subject to the further conditions and limitations set forth in this document, EnerSys brand DataSafe models "12HX" and "16HX", and East Penn-Deka brand "Unigy UPS High Rate Series", ten (10) year design life VRLA batteries (the "Warranty VRLA Batteries") that are purchased from Liebert and used in Liebert-manufactured battery cabinets are warranted to be free of defects in material and workmanship for a period of: (i) three years from date of shipment on a battery only replacement basis with a functionally equivalent battery; and (ii) after the third year, an additional seven years on a pro rata basis. The product shipment date will be determined only from the Liebert bill of lading.

From time-to-time Liebert is requested by Users, as defined below, to procure non-Warranty VRLA Batteries for User on a per-order basis. Under these circumstances, Liebert assigns to User any warranties which are made by the manufacturers and suppliers of such non-VRLA Warranty Batteries and which are assignable, but Liebert makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters that may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such non-VRLA Warranty Batteries.

Warranty Extends to First Purchaser for Use, Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the Liebert product specified herein is originally installed for use in the United States or Canada (the "User"). This Warranty is not transferable or assignable without the prior written permission of Liebert.

Drawings, Descriptions:

Liebert warrants for the period and on the terms of the Warranty set forth herein that the covered product will conform to the descriptions contained in the certified drawings, if any, applicable thereto, to Liebert's final invoices, and to applicable Liebert product brochures and manuals published as of the date of product shipment ("Descriptions"). Liebert does not control the use of any product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Warranty Claims Procedure:

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact Liebert at 1-(800) LIEBERT (543-2378). All defective products and component parts replaced under this warranty become the property of Liebert.

Liebert-Manufactured Battery Cabinets: Subject to the terms and conditions specified herein, should Liebert determine that the battery cabinet is defective, a Liebert field service representative will repair or replace (at Liebert's option) the non-conforming Liebert product warranted hereunder, without charge for material or labor, provided start-up of the Liebert product was performed by Liebert personnel. In all other instances, User will be charged for labor performed at Liebert's then current rates. Warranty coverage will be extended only after Liebert's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty.

Ten (10) Year Design Life VRLA Batteries: Subject to the terms and conditions specified herein, should Liebert determine that a Warranty VRLA Battery is defective within the initial three year warranty period, Liebert will replace the Warranty VRLA Battery with a functionally equivalent battery. During the pro rata portion of the warranty period, Liebert will replace a Warranty VRLA Battery that Liebert determines to be defective based on the below pro rata formula. The formula yields a pro rata credit value, which shall be applied against the battery manufacturer's current published list purchase price of a new product of equal or greater Ampere Hour capacity.

Non- Warranty VRLA Batteries: With respect to non- Warranty VRLA Batteries procured by Liebert for Users, Liebert makes NO REPRESENTATIONS as to the effectiveness or extent of warranties that may be assigned to Users for such non- Warranty VRLA Batteries, assumes NO RESPONSIBILITY for any matters that may be warranted by manufacturers or suppliers of non- Warranty VRLA Batteries and extends no coverage under this Warranty to such non- Warranty VRLA Batteries.

PRO RATA CALCULATION FOR CREDIT

$$[(\text{Battery Manufacturer's Current Published List Purchase Price for the Warranty VRLA Battery}) \times ((\# \text{ of Months of Total Warranty}) - (\# \text{ of Months of Un-Expired Warranty})) / (\# \text{ of Months of Total Warranty}) = \text{Pro Rata Price}]$$

Warranty Performance of Component Manufacturers:

It is Liebert's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the Liebert components. Accordingly, Liebert may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Liebert's opinion, such work can be performed in less time, with less expense and in closer proximity to the Liebert product.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, inadequate water or drain services, negligence, inappropriate on site operating conditions, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Liebert's recommendations or specifications, or in any event if the Liebert (for cabinets) or other manufacturer's (for batteries) serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the product or any part thereof or charges to remove same from any premises of User.

THIS WARRANTY IS VOID if User allows any battery for the Liebert UPS product to discharge below the minimum battery voltage cutoff point. The warranty is void if the user does not start recharging a discharged battery within forty-eight hours.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR WHERE THE PRODUCTS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES. THE PRODUCTS LISTED IN THIS WARRANTY MAY BE USED IN APPLICATIONS INVOLVING LIFE-SUSTAINING OR LIFE-SUPPORTING DEVICES ONLY WHERE THE END-USE CUSTOMER HAS SIGNED LIEBERT'S HEALTHCARE APPLICATION SALES AGREEMENT, OTHERWISE THE WARRANTY IS VOID.

Limitations

- THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH HEREIN.
- IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED ONE TIMES THE NET PRODUCT PURCHASE PRICE.
- IN NO EVENT SHALL LIEBERT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Additional Limitations & Conditions for Batteries

- A battery will only be considered defective if it fails to deliver at least 80 percent of its rated capacity during the warranty period. Rated capacity is that which is published in the manufacturer's official product literature for the specific product at the time of shipment.

- Batteries must be charged, discharged, operated, stored and serviced in accordance with applicable manufacturer's instructions.
- Each battery must be the proper size, design and capacity for its intended UPS application at 25 degrees Centigrade.
- The purchaser (end user) shall give a freshening charge to the battery every six months after the date code on the battery until final installation.
- Temperature:
 - a. Average annual temperature shall not exceed 25 degrees Centigrade (77 degrees Fahrenheit).
 - b. Cell temperature shall not exceed 32 degrees Centigrade (90 degrees Fahrenheit) for any 30-day period.
 - c. Operation or storage of any product for any length of time in an environment having a temperature above 40 degrees Centigrade will void the warranty with respect to those products.
- The warranty period shall be adjusted based on actual operating conditions such as temperature and frequency of discharge as published and specified by the battery manufacturer. The warranty period will be reduced 50% for every 8 degrees Centigrade increase in operating temperature above 25 degrees Centigrade (base temperature).
- Batteries in the same string must be the same manufacturer, same model. If not, the warranty is void.
- The warranty does not apply to batteries used in cycle applications.

Miscellaneous:

- NO SALESPERSON, EMPLOYEE OR AGENT OF LIEBERT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in a writing signed by a Liebert officer.
- Liebert obligations under this warranty are conditioned upon timely receipt of full payment of the product purchase price and any amounts due from User under this Warranty. Liebert reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.
- In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.
- User shall complete the attached User Information Card and forward it to Liebert within thirty (30) days of receipt of the Liebert product.
- This Warranty shall be governed by, and construed under, the laws of the State of Ohio.
- This Warranty represents the entire agreement between Liebert and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.